

Exhibit 001



**AFTAB PUREVAL
HAMILTON COUNTY CLERK OF COURTS**

COMMON PLEAS DIVISION

**ELECTRONICALLY FILED
November 20, 2020 10:03 AM**

**AFTAB PUREVAL
Clerk of Courts
Hamilton County, Ohio
CONFIRMATION 1008189**

**VELOCITY INVESTMENTS
LLC**

A 2004097

**vs.
ASIA ROBINSON**

**FILING TYPE: INITIAL FILING (OUT OF COUNTY) WITH NO JURY
DEMAND**

PAGES FILED: 26

EFR200



VERIFY RECORD

E-FILED 11/20/2020 10:03 AM / CONFIRMATION 1008189 / A 2004097 / COMMON PLEAS DIVISION / IFO

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TRUTH IN LENDING DISCLOSURE STATEMENT

Lender

WebBank
215 South State Street
Suite 1000
Salt Lake City, UT 84111

Borrower

Asia Robinson
7009 Hamilton avenue
Cincinnati, OH 45231

Loan ID: [REDACTED] 5405

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you on your behalf	The amount you will have paid when you have made all scheduled payments
30.94%	\$8997	\$16,450	\$25,447

Your payment schedule will be as follows:

Number of payments	Amount	When payments are due
36	\$706.86	First payment is due on 10/5/2018, and each subsequent payment is due monthly thereafter on the same day of each month.

Late charges: If your payment arrives after your 15 day grace period, you will be charged a late fee equal to the greater of 5.00% of the late payment amount or \$15. This fee is charged only once per late payment.

Prepayment policy: If you pay off your loan early, you will not be charged a penalty. In the event of a full prepayment, you may be entitled to a refund of part of the finance charge.

See your borrower agreement for any additional information about nonpayment, default, or other matters related to your loan.

(e) means estimate

Total Loan Amount: \$17,500.00
Total Amount Paid Directly to Existing Creditors: \$16,268.00

AMERICAN EXPRESS (3003): \$886.00
ELAN FINANCIAL SERVICES (2177): \$966.00
HUNTINGTON NATIONAL BANK (1838): \$1,250.00
DISCOVER CARD (3417): \$8,400.00
HUNTINGTON NATIONAL BANK (6092): \$3,909.00
CAPITAL ONE (5522): \$857.00

Origination Fees: \$1,050.00
Total Amount Paid to You: \$182.00

Unsuccessful payment fee. When a payment fails and is rejected by your bank, you will be charged an Unsuccessful Payment Fee of \$15 to cover the cost LendingClub incurs on the transaction. Each attempt to collect a monthly payment is considered a separate transaction, so an Unsuccessful Payment Fee will be assessed for each failed attempt.

Check Processing Fee. If you elect to make payments by check, there will be a \$7 processing fee by payment.

You are not required to complete this agreement merely because you have received these disclosures or signed a borrower agreement.

EXHIBIT A

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COPY OF AUTHORITATIVE DOCUMENT

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Terms of Use

May 14, 2018

Please review these Terms of Use before using this site or accessing any data on the LendingClub platform. If you do not agree to these terms without limitation or exclusion, you should exit this site. These Terms of Use are effective immediately for new users, and from June 20, 2018 for existing users.

Welcome to the LendingClub financial platform. The LendingClub service and network (collectively, the "Service") are operated by LendingClub Corporation, a Delaware corporation ("the Company," "we," or "us"). By accessing or using our web site at www.Lendingclub.com, including any subdomain thereof (the "Site"), you (the "User") signify that you have read, understand and agree to be bound by these terms of use ("Terms of Use"), regardless of whether you are a registered member of the Service. In addition to these Terms of Use, you may enter into other agreements with us or others that will govern your use of the Service or related services offered by us or others. If there is any contradiction between these Terms of Use and another agreement you enter into applicable to specific aspects of the Service, the other agreement shall take precedence in relation to the specific aspects of the Service to which it applies. As used herein, "Users" means anyone who accesses and/or uses the Site. For any terms herein applicable to all Users, all applicants, whether individually or jointly, all investor members, or business and other entity Users specifically, or where the context otherwise requires, "Users" shall be deemed to include any business or other entity on behalf of which the Site or Service is accessed by any other User, and "you" shall be deemed to include any such business or other entity and any person acting on behalf of any such business or other entity in connection with the use of the Site or Service. For purposes of these Terms of Use, a sole proprietor participating in our Small Business lending program is deemed to be acting on behalf of a business.

Changes to these Terms of Use

We may make changes to these Terms of Use from time to time. If we do this, we will post the changed Terms of Use on the Site and will indicate at the top of this page the date the Terms of Use were last revised. You understand and agree that your continued use of the Service or the Site after we have made any such changes constitutes your acceptance of the new Terms of Use.

TERMS APPLICABLE TO ALL USERS: ELIGIBILITY, LICENSE AND REPRESENTATIONS

Eligibility: General

This Site is intended solely for Users who, if they are a natural person, are eighteen (18) years of age or older, and any registration by, use of or access to the Site by any natural person under 18 is unauthorized, unlicensed and in violation of these Terms of Use. By using the Service or the Site, you represent and warrant that, if you are a natural person, you are 18 or older and that you agree to and will abide by all of the terms and conditions of these Terms of Use. If you violate any of these Terms of Use, or otherwise violate an agreement between you and us, the Company may terminate your membership, delete your profile and any content or information that you have posted on the Site and/or prohibit you from using or accessing the Service or the Site (or any portion, aspect or feature of the Service or the Site), at any time in its sole discretion, with or without notice, including without limitation if it believes that you are under 18.

Proprietary Rights in Site Content; Limited License

All content on the Site, including but not limited to designs, text, graphics, pictures, video, information, software, music, sound and other files, and their selection and arrangement (the "Site Content"), are the proprietary property of the Company with all rights reserved. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Company's prior written permission, except as provided in the following sentence and except that the foregoing does not apply to your own User Content (as defined below) that you legally post on the Site. Provided that you are eligible for use of the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Site Content solely for your use in connection with your use of the Site or Service, provided that you keep all copyright or other proprietary notices intact. Except for your own User Content (as defined below), you may not republish Site Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Site Content is strictly prohibited. Any use of the Site or the Site Content other than as specifically authorized herein, without the prior written permission of the Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable by us at any time without notice and with or without cause.

You may review personal information (including credit data) posted by or relating to other Users on the Site, but you are not authorized to disclose or otherwise use such information for any purpose other than assessing the creditworthiness of other Users. You may not reproduce any personal information (including credit data). Further, you represent and warrant that: (i) you do not have the ability to match any personal information (including credit data) posted by or relating to other Users to the identity of any individual; (ii) you will not make any attempt to obtain data permitting you to match any personal information (including credit data) posted by or relating to other Users to the identity of any individual; (iii) you will not accept any information from any third party that permits such a match; and (iv) you will make no such match.

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Restrictions on Data Collection/Termination

Without our prior consent, you may not:

- use any automated means to access this Site or collect any information from the Site (including, without limitation, robots, spiders, scripts or other automatic devices or programs);
- frame the Site, utilize framing techniques to enclose any Content or other proprietary information, place pop-up windows over this Site's pages, or otherwise affect the display of this Site's pages;
- engage in the practices of "screen scraping," "database scraping" or any other activity with the purpose of obtaining content or other information;
- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of commercial or non-commercial solicitation or bulk communications of any kind to any LendingClub member or third party;
- Use data provided by LendingClub, provided in any manner whatsoever, for any competing uses or purposes. You further agree that you have never used data, provided in any manner whatsoever, from LendingClub in the past to compete with the products or services of LendingClub; or
- use this Site in any manner that violates applicable law or that could damage, disable, overburden, or impair this Site or interfere with any other party's use and enjoyment of this Site.

We may terminate, disable or throttle your access to, or use of, this Site and the Services at any time without notice for any reason, with or without cause at LendingClub's sole discretion.

The following provisions of this Agreement shall survive termination of your use or access to the Site: the sections concerning Indemnification, Disclaimer of Warranties, Limitation of Liability, Waiver, Applicable Law and Dispute Resolution, and General Provisions, and any other provision that by its terms survives termination of your use or access to the Site.

User Representations

You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted or shared by you through the Service will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory, fraudulent or otherwise unlawful material. You further agree not to harvest or collect email addresses or other contact information of Users from the Service or the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications. Additionally, you agree not to use automated scripts to collect information from the Service or the Site or for any other purpose. You further agree that you may not use the Service or the Site in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site. In addition, you agree not to use the Service or the Site to:

- upload, post, transmit, share, store or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- except where authorized by the Company, register for more than one User account, register for a User account on behalf of an individual other than yourself, operate a User account on behalf of or for the benefit of any person who is not eligible to register for or operate a User account in their own name, or register for a User account on behalf of any group or entity (other than approved investment accounts opened on behalf of legal entities, joint consumer loan accounts or accounts opened for purposes of participating in our Small Business lending program);
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with or authority to act on behalf of any person or entity;
- upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- upload, post, transmit, share, store or otherwise make publicly available on the Site any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- solicit personal information from any natural person under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes from any User;
- upload, post, transmit, share or otherwise make available any material that contains software viruses or any other malicious or tracking computer code, files or programs designed to track, interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- intimidate or harass another User;

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- upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
- use or attempt to use another's account, service or system without authorization from that person and the Company, or create a false identity on the Service or the Site; or
- upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of the Company, is objectionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose the Company or its Users to any harm or liability of any type.

User Content Posted on the Site

You are solely responsible for the personal or business information, photos, profiles, messages, notes, text, information, music, video, contact information for you or others, advertisements or other content that you upload, publish, provide or display (hereinafter, "post") on or through the Service or the Site, or transmit to or share with other Users (collectively the "User Content"). It is against the Terms of Use to contact members directly or to attempt to enter into any lending transactions with members outside of the Service. You understand and agree that the Company may, but is not obligated to, review and delete or remove (without notice) any User Content in its sole discretion, including without limitation, User Content that in the sole judgment of the Company violates these Terms of Use, might be offensive or illegal, or might violate the rights of, harm, or threaten the safety of, Users or others.

By posting User Content to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to the Company an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose on or in connection with the Site or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing. You may remove your User Content from the Site at any time. If you choose to remove your User Content, the license granted above will not expire.

You may review personal or business information (including credit data) posted by other Users on the Site, but you are not authorized to disclose or otherwise use such information for any purpose other than assessing the creditworthiness of other Users.

ALL USERS: CONSENT TO ELECTRONIC TRANSACTIONS AND DISCLOSURES

Because the LendingClub financial platform operates only on the Internet, whether you choose to participate on our platform as a borrower, investor or in any other manner, it is necessary for you to consent to transact business with us online and electronically. As part of doing business with us and WebBank, a Utah industrial bank that is the lender of all loans ("WBK"), therefore, we also need you to consent to our giving you certain disclosures electronically, either via our Site or to the email address you provide to us. By agreeing to the Terms of Use, you agree to receive electronically all documents, communications, notices, contracts, and agreements (including any IRS Form 1099) arising from or relating to your use of the Site and Service, including any loans you may request or receive, your registration as a borrower or investor on our Site, any loans you may fund, notes you have purchased, your use of this Service, and the servicing of your loan, if funded, as either a borrower or investor member of LendingClub (each, a "Disclosure"), from us, whether we are acting in the capacity as trustee or otherwise, or WBK. An IRS Form 1099 refers to any Form 1099 or other Form, Schedule or information statement, including corrections of such documents, required to be provided pursuant to U.S. Internal Revenue Service rules and regulations and that may be provided electronically (each, an "IRS Form 1099"). The decision to do business with us and WBK electronically is yours. This document informs you of your rights concerning Disclosures.

CUSTOMER COMMUNICATIONS: By accepting these Terms of Use, you expressly consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes, at any telephone number, or physical or electronic address you provide or at which you may be reached. You agree we may contact you in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via text.

You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed) from us, our agents, representatives, affiliates or anyone calling on our behalf at the specific number(s) you have provided to us, or numbers we can reasonably associate with your account (through skip trace, caller ID capture or other means), with information or questions about your application, loan and/or account. You certify, warrant and represent that the telephone numbers that you have provided to us are your numbers and not someone else's. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to alert us whenever you stop using a particular telephone number.

We offer you the chance to enroll to receive SMS/text messages from LendingClub, such as account-related news and alerts and/or offers for products and services. By enrolling in LendingClub's SMS/text messaging service, you agree to receive text messages from LendingClub to your mobile phone number provided, and you certify that your mobile number provided is true and accurate and that you are authorized to enroll the designated mobile number to receive such text messages. You acknowledge and agree that the text messages may be sent using an automatic telephone dialing system and that standard message and data rates apply. Consent to receive SMS/text messages is not

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required as a condition of purchase.

To unsubscribe from text messages at any time, text STOP to 415-650-1450 or reply STOP to any text message you receive from LendingClub. You consent that following such a request to unsubscribe, you may receive one final text message from LendingClub confirming your request. For help, text HELP to 415-650-1450 or contact us at compliance@lendingclub.com.

TELEMARKETING CALLS: If you have provided consent for telemarketing calls, you agree that (i) we, our agents, representatives, affiliates, third parties, and anyone calling on our behalf may call, email or SMS messages (including text messages) you at the numbers and addresses you have provided for purposes of describing goods and services that may be of interest to you, offered by us, our affiliates and/or third parties; (ii) agree these calls, text and email messages may be made using an automatic dialing or email system technology and/or involve prerecorded and/or artificial voice messaging. Your consent, if provided, will be effective even if the number you have provided is registered on any state or federal Do-Not-Call (DNC) list. This consent for telemarketing calls shall remain in effect until you revoke it. Your consent to telemarketing calls may be revoked by informing the telemarketing representative, or any other method, which ensures we receive the revocation.

Your consent to telemarketing calls is not a condition of obtaining your loan

You also understand that your cellular or mobile telephone provider will charge you according to the type of plan you carry.

Opt-Out: You can revoke your consent by contacting us via email at compliance@lendingclub.com or by calling Member Support at 888-596-3157. You may also reach us in writing to us at the following address: LendingClub Corporation, 71 Stevenson St., Suite 300, San Francisco, CA 94105, Attention: Advocacy.

CALL RECORDING AND MONITORING: You consent to the recording and monitoring, for quality assurance, training, risk management and/or collection purposes, of any call that you place with us (or our agents, representatives, affiliates, third parties or anyone calling on our behalf) or that we (or our agents, representatives, affiliates, third parties or anyone calling on our behalf) place to you.

Electronic Communications. Any Disclosures will be provided to you electronically through lendingclub.com either on our Site or via electronic mail to the email address you provided. If you require paper copies of such Disclosures, you may sign in to your account on our Site and print the documents desired or you may write to us at the mailing address provided below and a paper copy will be sent to you at a cost of up to \$5.00 per document requested. If you do not consent to receive an IRS Form 1099 electronically when you agree to these Terms of Use or subsequently revoke such consent, a paper copy of any IRS Form 1099 required to be delivered to you after the effective time of your failure to consent or revocation of consent will be sent to you at no cost. However, a fee may be charged for any additional or replacement copies of such IRS Form 1099. A request for a paper copy of any Disclosure will not be considered a withdrawal of your consent to receive Disclosures electronically. Any IRS 1099 Forms provided electronically will remain accessible through at least October 15 of the year in which such IRS Form 1099 is made available; after that time the IRS Form 1099 may no longer be accessible electronically. We may discontinue electronic provision of Disclosures at any time in our sole discretion.

Scope of Consent. Your consent to receive Disclosures and transact business electronically and our agreement to do so, applies to any transactions to which such Disclosures relate, whether between you and LendingClub or between you and WBK. Your consent will remain in effect for so long as you are a User and, if you are no longer a User, will continue until such a time as all Disclosures relevant to transactions that occurred while you were a User have been made.

Consenting to Do Business Electronically. Before you decide to do business electronically with LendingClub or WBK, you should consider whether you have the required hardware and software capabilities described below.

Hardware and Software Requirements. In order to access and retain Disclosures electronically, you must satisfy the following computer hardware and software requirements: access to the Internet; an email account and related software capable of receiving email through the Internet; supported Web browsing software (Chrome version 32.0 or higher, Firefox version 26.0 or higher, Internet Explorer version 8.0 or higher, or Safari version 7.0 or higher); and hardware capable of running this software. To ensure access and optimal printing of your loan documents in PDF format, you must have Adobe Reader. To install the free version of Adobe Reader, click [here](#).

Additional Mobile Technology Requirements. If you are accessing our site and the Disclosures electronically via a mobile device (such as a smart phone, tablet, and the like), in addition to the above requirements you must make sure that you have software on your mobile device that allows you to print and save the Disclosures presented to you during the application process. These applications can be found for most mobile devices in the device's respective "app store". If you do not have these capabilities on your mobile device, please access our site through a device that provides these capabilities.

Withdrawing Consent. You may withdraw your consent to receive Disclosures electronically by contacting us at the address below. However, once you have withdrawn your consent you will not be able to post loan requests on our Site. If you have a pending loan request on our Site we will terminate it and remove it from our system. If you have already received a loan, all previously agreed to terms and conditions will remain in effect, and we will send Disclosures to your verified home address provided during registration (except with regard to participants in our Small Business lending program, as discussed under "Terms Applicable to Business and Other Entity Users" below). If you are an investor member on the Site and you withdraw your consent to receive Disclosures electronically, you may continue to contribute

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funds to requests on the Site. If you have already purchased one or more notes, all previously agreed to terms and conditions will remain in effect, and we will send Disclosures to your verified home address provided during registration (except with regard to investor members that are entities, as discussed under "Terms Applicable to Business and Other Entity Users" below).

If you withdraw your consent to receive IRS Forms 1099 electronically, we will confirm your withdrawal and its effective date in writing by email. Such withdrawal will take effect for the calendar year in which it is made so long as such withdrawal is made before November 1 of such calendar year.

How to Contact Us regarding Electronic Disclosures. You can contact us via email at compliance@lendingclub.com or by calling Member Support at 888-596-3157. You may also reach us in writing to us at the following address: LendingClub Corporation, 71 Stevenson St., Suite 300, San Francisco, CA 94105, Attention: Advocacy.

You will print a copy of this Agreement for your records and you agree and acknowledge that you can access, receive and retain all Disclosures electronically sent via email or posted on the Site.

Change in Your Contact Information. If you are an individual User, you will keep us informed of any change in your email or home mailing address so that you can continue to receive all Disclosures in a timely fashion. If your registered email address changes, you must notify us of the change by sending an email to support@lendingclub.com or calling 888-596-3157. You also agree to update your registered residence address and telephone number on the Site if they change. If you are a business or entity User or are acting on behalf of a business or entity, you will keep us informed of any change to your email address, telephone number and primary business address, as discussed under "Terms Applicable to Business and Other Entity Users" below.

INVESTOR MEMBERS: SECURITIES MATTERS

Notwithstanding anything to the contrary in these Terms of Use, in no event shall anything in these Terms of Use be deemed to be a waiver, and we will not assert there has been a waiver, that would not be permissible under Section 14 of the Securities Act of 1933, Section 29(a) of the Securities Exchange Act of 1934, or any other applicable provision of federal and state securities laws.

TERMS APPLICABLE TO INDIVIDUAL USERS

Registration Data; Account Security

In consideration of your use of the Site, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site or otherwise requested by the Company ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to the Company, to keep it accurate, current and complete; (d) promptly notify the Company regarding any material changes to information or circumstances that could affect your eligibility to continue to use the Site or Service or the terms on which you use the Site or Service; and (e) be fully responsible for all use of your account and for any actions that take place using your account.

TERMS APPLICABLE TO BUSINESS AND OTHER ENTITY USERS

Eligibility: Business and Other Entity Users

Access to the Site for Users that are businesses, other entities or persons acting on behalf of such businesses or entities, including for all Users participating in our Small Business lending program is intended solely for authorized representatives of businesses or other entities that are in good standing in each jurisdiction in which they are registered to conduct business and persons otherwise authorized by such businesses or entities to act in furtherance of the business or entity's use of the Site or Service. By using the Service or the Site on behalf of a business or other entity, including as a sole proprietor participating in our Small Business lending program, you represent and warrant that you are duly authorized in accordance with the foregoing by the business or other entity on behalf of which you are acting, that you have the power and authority to enter into binding agreements on behalf of the business or entity or in the capacity in which you are acting, and that the business or entity is in good standing in each jurisdiction in which it is registered to conduct business to the best of your knowledge. Furthermore, you confirm that you agree to all of the terms and conditions of these Terms of Use individually and on behalf of such business or other entity, and represent and warrant that you and such business or other entity will abide by all of the terms and conditions of these Terms of Use. If you, the business or entity, any other person acting on behalf of the business or entity or any guarantor (if applicable) violate any of these Terms of Use, or otherwise violate an agreement between the business or entity (or, if applicable, any guarantor) and the Company, the Company may terminate the business or entity's membership, delete any associated profile and any content or information posted on the Site in connection with the business or entity's membership and/or prohibit you, such business or entity and any other person acting on the business or entity's behalf from using or accessing the Service or the Site (or any portion, aspect or feature of the Service or the Site), at any time in its sole discretion, with or without notice.

Additional Representations: Business and Other Entity Users

In addition to the User Representations set forth above under "User Representations," which you hereby confirm on behalf of the business or entity member, you further agree, both individually and on behalf of the business or entity, not to use the Service or the Site to:

- register for multiple User accounts on behalf of the same business or entity;
- operate or otherwise utilize an account opened in the name of a business or entity for the benefit of any persons other than that business or entity;
- operate or otherwise utilize an account opened in the name of a business or entity for any purpose prohibited by law or regulation, any

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activity which that business or entity is not duly authorized to conduct, or for any purpose prohibited by any other agreement between the business, guarantor or entity and the Company or WBK;

- operate a User account on behalf of any business or entity with regard to which you are not an authorized person with the power to enter into binding agreements on behalf of the business or entity;
- communicate with any other User regarding the business or entity, or its business operations, other than anonymously and publicly via the Site, or upload, post, transmit, share or otherwise make available any information or informational material identifying the business or entity or its business operations (other than Registration Data provided to the Company or other information requested by the Company or otherwise necessary for your use of the Site or Service); and
- upload, post, transmit, share, store or otherwise make publicly available on the Site any private information regarding the business or entity, including, without limitation, addresses, phone numbers, email addresses, tax identification numbers and credit, or any personal information regarding persons associated with the business or entity (other than Registration Data provided to the Company).

Furthermore, you represent and warrant and agree, both individually and on behalf of the business or entity, that:

- all email addresses provided on behalf of the business or entity are and will be used by the business or entity for business purposes; and
- you will not represent or portray the business or entity as being affiliated with the Company in any capacity other than being a User of the Site or Service without the Company's prior written consent.

Additional Representations: Small Business Borrowers

In addition to the User Representations set forth above under "User Representations" and "Additional Representations: Business and Other Entity Users," which you hereby confirm on behalf of the small business borrower, you further agree and confirm, both individually and on behalf of the business and/or entity, that:

- use of the Site and Service is contingent on acceptance of and compliance with these Terms of Use by all persons acting on the business or entity's behalf or in furtherance of the business or entity's loan request, including persons acting as a prospective guarantor of any requested loan;
- all information relating to any prospective guarantor of any requested loan that is requested by any registration forms on the Site will be provided via the Site directly by such prospective guarantor;
- neither you nor the business or entity will communicate with any other User regarding any loan request made by the business or entity other than anonymously and publicly via the Site;
- neither you nor the business or entity will use the Service or the Site to attempt to generate business or investment interest in the business or entity from any other person, including other Users, other than for purposes of obtaining a loan via the Service or through the use of the proceeds of any loan the business or entity may receive; and
- you will not represent or portray the business or entity as anything other than a borrower in connection with its loan request without the Company's prior written consent.

Registration Data; Account Security

In consideration of your use of the Site and the Service on behalf of a business or other entity member, you, individually and on behalf of such business or entity, agree to (a) provide accurate, current and complete information about the business or entity, yourself and any other principals and/or authorized representatives of the business or entity member as may be prompted by any registration forms on the Site or otherwise requested by the Company ("Registration Data"), including the business or entity's full legal name; (b) provide such materials as the Company may request to establish and/or verify your or any other person's identity or authority to enter into binding agreements on behalf of the business or entity, or to establish and/or verify the business or entity's legal existence, good standing in any jurisdiction and eligibility to use the Site or Service, or to establish and/or verify your eligibility to act as guarantor with regard to any loan requested by the business or entity; (c) maintain the security of any password and identification issued for use by or on behalf of the business or entity; (d) maintain and promptly update the Registration Data, and any other information provided to the Company by you or anyone else acting on behalf of the business or entity, to keep it accurate, current and complete; (e) promptly notify the Company regarding any material changes to information or circumstances impacting the business or entity's legal existence, good standing in any jurisdiction in which the business or entity is authorized to conduct business, or eligibility for continued use of the Site or any Service; and (f) be fully responsible for all use of any accounts opened on behalf of the business or entity and for any actions that take place using such account.

Scope of License to Use

For Users that are businesses or other entities, or persons acting on behalf of businesses or other entities, the limited license to access and use the Site granted above shall be deemed granted to the business or entity member and to those authorized representatives of the business or entity for whom Registration Data has been provided to the Company while acting on behalf of the business or entity member in their official capacities. Any access to or use of the Site by persons who are not authorized representatives of the business or entity,

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including but not limited to any representative for whom Registration Data has not been provided, voids this license and shall constitute a violation of these Terms of Use. Furthermore, this license is revocable by us at any time with regard to the business or entity member and/or any person acting on such business or entity's behalf without notice and with or without cause.

Withdrawn Consent to Electronic Disclosures: Small Business Borrowers and Guarantors

If you withdraw your consent to receive Disclosures electronically as discussed above, and have a pending loan request on our Site, we will terminate it and remove it from our system. If you withdraw your consent to receive Disclosures electronically and have already received a loan, all previously agreed to terms and conditions will remain in effect, and we will send Disclosures to your primary business address as provided during registration or updated by you. You agree to keep us informed of any changes to your primary business address so that you can continue to receive all Disclosures in a timely fashion. If your email address or primary business address change, you must notify us of the change by sending an email to business@lendingclub.com or calling 888-596-3157. You also agree to update your primary business address and telephone number on the Site if they change. If you are acting as a potential guarantor for a Small Business loan, you also agree to notify us of any change to your home address via email or telephone using the contact information provided above.

Withdrawn Consent to Electronic Disclosures: Other Business or Entity Users

If you are an investor member on the Site and you withdraw your consent to receive Disclosures electronically as discussed above, you may continue to contribute funds to requests on the Site. If you withdraw your consent to receive Disclosures electronically and have already purchased one or more notes, all previously agreed to terms and conditions will remain in effect, and we will send Disclosures to your primary business address as provided during registration or updated by you. You agree to keep us informed of any changes to your primary business address so that you can continue to receive all Disclosures in a timely fashion. If your email address or primary business address change, you must notify us of the change by sending an email to investing@lendingclub.com or calling 888-596-3157. You also agree to update your primary business address and telephone number on the Site if they change.

ALL USERS: INTELLECTUAL PROPERTY MATTERS

Trademarks

Lending Club and other Company graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks, or trade dress of the Company in the U.S. and/or other countries. The Company's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company.

Copyright Complaints

If you believe that any material on the Site infringes upon any copyright which you own or control, you may send a written notification of such infringement to our Designated Agent as set forth below:

- Name of Agent Designated to Receive
- Notification of Claimed Infringement:
- Full Address of Designated Agent to
- Which Notification should be Sent:
- Telephone Number of Designated Agent:
- Facsimile Number of Designated Agent:
- E-Mail Address of Designated Agent
- Attention: Legal Department
-
- 71 Stevenson St, Suite 300, San Francisco
- CA, 94105
- (415) 632 5600
- (415) 632 5608
- compliance@lendingclub.com

To meet the notice requirements under the Digital Millennium Copyright Act, the notification must be a written communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by

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the copyright owner, its agent or the law; and

6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, the Company has adopted a policy of terminating, in appropriate circumstances and at the Company's sole discretion, the memberships of members who are deemed to be repeat infringers. The Company may also at its sole discretion limit access to the Site and/or terminate the memberships of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or the Service ("Submissions"), provided by you to the Company are non-confidential and shall become the sole property of the Company. The Company shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

ALL USERS: MISCELLANEOUS TERMS

Links to Other Web Sites and Content

The Site contains (or you may be sent through the Site or the Services) links to other web sites ("Third Party Sites"), as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, software and other content belonging to or originating from third parties (the "Third Party Content"). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Content posted on the Site, including without limitation the content, accuracy, offensiveness, opinions, reliability or policies of or contained in the Third Party Sites or the Third Party Content. Inclusion of or linking to any Third Party Site or any Third Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third Party Sites, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site.

User Disputes

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users.

Privacy

Please review the Site's Privacy Policy. By using the Site or the Service, you are consenting to the Privacy Policy and agree to have your personal data transferred to and processed in the United States. We may listen to and/or record phone calls between you and our representatives without notice to you as permitted by applicable law. For example, we listen to and record calls for quality monitoring purposes.

Disclaimers

None of Company's, its parent, any of its affiliates, subsidiaries, providers or their respective officers, directors, employees, agents, independent contractors or licensors (collectively the "LendingClub Parties") guarantees the accuracy, adequacy, timeliness, reliability, completeness, or usefulness of any of the Content and the LendingClub Parties disclaim liability for errors or omissions in the Content.

This Site and all of the Content is provided "as is" and "as available," without any warranty, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose, non-infringement or title. Additionally, there are no warranties as to the results of your use of the Content. The LendingClub Parties do not warrant that the Site is free of viruses or other harmful components. This does not affect those warranties which are incapable of exclusion, restriction or modification under the laws applicable to this Agreement.

The Company does not guarantee the accuracy of any User Content or Third Party Content. Although we provide rules for User conduct and postings, we do not control and are not responsible for what Users post on the Site and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the Site or in connection with any User Content or Third Party Content. The Company is not responsible for the conduct, whether online or offline, of any User of the Site or Service. The Company cannot guarantee and does not promise any specific results from use of the Site and/or the Service to obtain a loan.

The Site and the Service may be temporarily unavailable from time to time for maintenance or other reasons. The Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications. The Company is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or on the Site or combination thereof, including injury or damage to Users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Service. Under no circumstances will the Company be responsible for any loss or damage, including any loss or damage to any User Content, financial damages or lost profits, loss of business, or personal injury or death, resulting from anyone's use of the Site or the Service, any User Content or Third Party Content posted on or through the Site or the Service or transmitted to Users,

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or any interactions between Users of the Site, whether online or offline.

The Company reserves the right to change any and all content contained in the Site and any Services offered through the Site at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by the Company.

Limitation on Liability

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED AND EXCEPT AS PROVIDED ABOVE IN THE PARAGRAPH TITLED, "INVESTOR MEMBERS: SECURITIES MATTERS", IN NO EVENT WILL THE COMPANY OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SITE OR THE SERVICE OR ANY OF THE SITE CONTENT OR OTHER MATERIALS ON OR ACCESSED THROUGH THE SITE, EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN EXCEPT AS PROVIDED ABOVE IN THE PARAGRAPH TITLED, "INVESTOR MEMBERS: SECURITIES MATTERS", TO THE EXTENT PERMITTED BY APPLICABLE LAW THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO THE COMPANY FOR THE SERVICE DURING THE TERM OF MEMBERSHIP. IN NO CASE, EXCEPT AS PROVIDED ABOVE IN THE PARAGRAPH TITLED, "INVESTOR MEMBERS: SECURITIES MATTERS", WILL THE COMPANY'S LIABILITY TO YOU EXCEED \$1000. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO THE COMPANY FOR THE SERVICE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM THE COMPANY, REGARDLESS OF THE CAUSE OF ACTION.

IN ADDITION TO THE SPECIFIC SECURITIES LAWS PROVISIONS DESCRIBED ABOVE IN THE PARAGRAPH TITLED, "INVESTOR MEMBERS: SECURITIES MATTERS", CERTAIN FEDERAL AND STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES OR LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Governing Law; Venue and Jurisdiction

By visiting or using the Site and/or the Service, you agree that the laws of the State of Delaware, without regard to any principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction, will govern these Terms of Use. If you obtain a loan, the terms of the loan will be governed by federal laws and the laws of the state of Utah to the extent not preempted, without regard to any principle of conflicts of laws that would require or permit the application of the laws of any other jurisdiction.

Indemnity

You agree to indemnify and hold the Company, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with your User Content, any Third Party Content you post or share on or through the Site, your use of the Service or the Site, your conduct in connection with the Service or the Site or with other Users of the Service or the Site, or any violation of these Terms of Use or of any law or the rights of any third party. The previous sentence shall not apply to any extent to Users while acting as an investor member or while registering as an investor member in connection with their (i) posting of User Content or (ii) use of the Site or Service.

Other

The failure of the Company to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms of Use is held invalid, the remainder of these Terms of Use shall continue in full force and effect. If any provision of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

Questions

Please visit our [Personal Loans FAQ page](#) or our [Business Loans FAQ page](#) for more information.

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Authorization for Automatic Payments

Making Loan Payments/ Authorization for Automatic Payments

If your loan is funded, you hereby authorize LendingClub Corporation ("Lending Club"), as the loan servicer on your loan from WebBank, and its successors and assigns, to initiate electronic funds transfers from your designated account provided to Lending Club on the date of this agreement for monthly repayments on your loan. EACH MONTH, THE DEBIT AMOUNT MAY BE A RANGE OF PAYMENTS, WHICH WOULD INCLUDE YOUR MONTHLY PRINCIPAL AND INTEREST, AND FEES, IF ANY. ANY FEES AUTHORIZED TO BE CHARGED ON YOUR LOAN MAY BE COLLECTED USING ELECTRONIC FUNDS TRANSFERS INITIATED BY US FROM YOUR DESIGNATED ACCOUNT.

With regard to payments made by automatic withdrawal, you have the right to receive notice of all transfers that will vary in amount from one month to the next. Lending Club will provide electronic notice of the upcoming transfer amount ten (10) calendar days ahead of the scheduled transfer. You may stop payment of automatic withdrawals or revoke your prior authorization for automatic withdrawals by notifying us at least three (3) banking days before the scheduled date of transfer. All payments are to be applied first to the payment of all fees, expenses and other amounts due (excluding principal and interest), then to accrued interest, and the balance on the account of outstanding principal; provided, however, that after an Event of Default, payments will be applied to your obligations as we determine in our sole discretion. You understand this authorization will remain in effect until your loan is paid in full or you notify us or your financial institution of its termination, taking into consideration the necessary time required by Lending Club and your financial institution to implement the change.

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Credit Profile Authorization

By clicking the check box following this notice and continuing with the application process, you understand and agree that you are authorizing WebBank, Member FDIC, and LendingClub Corporation ("LendingClub") to each obtain consumer reports and related information about you from one or more consumer reporting agencies, such as TransUnion, Experian, and Equifax.

You also authorize WebBank and LendingClub to verify information in your application, and you agree that WebBank or LendingClub may contact third parties to verify any such information.

WebBank or LendingClub may use your consumer reports to authenticate your identity, to make credit decisions, to administer the resale of Member Payment Dependent Notes ("MPDNs") associated with your loan, which process is described [here](#), and for related purposes. You direct WebBank and LendingClub to provide on your behalf certain elements of your application, as well as consumer report information, but not including your name, to users of the LendingClub.com website who are registered as investor members ("Investor Members") to use this information in making decisions whether to commit funds to purchase MPDNs. Such Investor Member decisions, in turn, may assist WebBank in making decisions related to your loan. You also authorize LendingClub to provide such information to Investor Members in connection with the resale of MPDNs associated with your loan.

You authorize WebBank and LendingClub to obtain consumer reports each time you request a loan during the processing or closing of a loan to you, or at various times during the term of your loan in connection with the servicing, monitoring, collection or enforcement of the loan or the resale or potential resale of any MPDNs associated with the loan. You authorize and agree that WebBank or LendingClub may transfer or otherwise provide your credit report or any information contained therein to any successor-in-interest of WebBank or LendingClub or any purchaser of your issued loan, whether in whole or in part.

Checking your rate and reviewing loan offers on the LendingClub website will not affect your credit; it will result in a soft credit inquiry which is only visible to you. If you receive a loan through LendingClub, then a hard inquiry that may affect your credit score will appear on your credit report after you receive that loan. Additional reporting will be made to credit reporting agencies during the application process to confirm you continue to meet credit criteria and to prevent potential fraudulent activities.

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Borrower Agreement

(January 2018)

The following Borrower Agreement ("Agreement") is between you ("you" and "your" mean each and every borrower, including any joint applicant/co-borrower) and WebBank, a Utah-chartered industrial bank ("we," or "us"). This Agreement governs the process by which you may make a request or requests for a loan from us through the website Lendingclub.com, including any subdomains thereof, or other application channels offered by us (collectively, the "Site") and operated by LendingClub Corporation ("LendingClub"). If you make a loan request, and if that request results in a loan that is approved and issued by us, then your loan will be governed by the terms of the Loan Agreement and Promissory Note, which is attached to this Agreement as Exhibit A, and as it may be revised from time to time. The version in effect when you make a loan request will apply to any loan made in response to that request, and any secondary loan would be governed by the terms of the document then in effect. This Agreement will remain in effect for the applicable loan, and will terminate if your loan request is cancelled, withdrawn, or declined.

BY ELECTRONICALLY SIGNING THIS AGREEMENT, YOU HAVE SIGNIFIED YOUR AGREEMENT TO THESE TERMS.

1. Loans. Under this Agreement, you can request an installment loan issued and originated by us that is facilitated through the Site. When you make a request, you agree to receive and timely repay the loan that may be made in response to that request, subject to your right to cancel the request before closing as described in Section 6 below. Your agreement means you agree to repay the money provided by us to you and to abide by the terms of this Agreement, the Loan Agreement and Promissory Note, and all other agreements or disclosures provided to you during the loan process and which may be found in your LendingClub account. Any dispute with us, LendingClub or any subsequent holder of the Loan Agreement and Promissory Note will be resolved by binding arbitration, subject to your right to opt out as set forth below. Each loan request is subject to our credit criteria in effect at the time of your loan request.

2. Account Verification. You understand that if we are unable to verify your bank account for any reason, we will cancel your application, your loan request will not be posted on the Site, and this Agreement will be terminated.

3. Loan Requests. You may post a qualifying loan request on the Site. You may not post more than one loan request on the site at a time and you may not have more than two loans outstanding at any given time. You may post a loan request on the Site, and LendingClub investors ("Investors") will be able to review your loan request. Investors may commit to (i) purchase the loan by subsequently acquiring the loan itself from us or LendingClub or (ii) invest indirectly in your loan through the purchase of securities issued by LendingClub. You acknowledge that an Investor's commitment to invest in all or a portion of your loan does not confer any rights to you or obligate us to issue your loan. You understand that Investors make their own decisions whether to invest in your loan. Finally, LendingClub may also choose to invest in all or part of your loan request, but is not obligated to do so.

We may elect in our sole discretion to give you a partial funding option, if necessary, which means your loan will be issued if it receives commitments totaling less than the full amount of your requested loan (subject to any applicable minimum loan size).

WE DO NOT WARRANT OR GUARANTEE (1) THAT YOUR LOAN REQUEST WILL ATTRACT INVESTMENT INTEREST, OR (2) THAT YOU WILL RECEIVE A LOAN AS A RESULT OF POSTING A REQUEST.

No later than thirty (30) days after your application is complete, we will tell you if your loan is approved and will issue for some or all of your requested amount, or is declined, or if we are making you a counter offer. Your loan request will be listed on the marketplace for at least fourteen (14) days, subject to investor interest. It may take up to forty-five (45) days to process and issue your loan. If at any point, you no longer want a loan under your pending loan request, you must notify us in writing of your election to terminate your loan request sufficiently far in advance of the loan closing for us to cancel the loan.

4. Loan Terms. Your loan will have a principal balance in the amount set forth in the Truth in Lending disclosure and Loan Agreement and Promissory Note, each of which is provided to you and placed into the on-line account you established upon registration. You agree and acknowledge that the initial loan disclosures made to you are estimates and are subject to change based on the actual, initial principal balance of the loan issued and your selected payment option (check or Automated Clearing House ("ACH")). **Opting to pay by check will result in a processing fee that will increase your APR.** All loans are unsecured, fully-amortizing, closed-end loans for the term stated in your Truth in Lending disclosure and Loan Agreement and Promissory Note. Your obligations, including your obligation to repay principal and interest, are set forth in the Loan Agreement and Promissory Note. Other fees and terms of the loan will also be set forth in the Loan Agreement and Promissory Note.

5. Credit Decisions. If you make a loan request, you must fully complete the application on the Site. You do not need to disclose alimony, child support or separate maintenance income if you do not wish to have it considered as a basis for repaying a loan. You agree and acknowledge that we may verify any information you submit either by asking for true and complete copies of necessary documentation, by information provided through a third party, or by other proof. Additionally, by proceeding with the application, you consent to our use of any information provided by you or provided through any third party, for any lawful purpose, including but not limited to identity verification, fraud prevention and credit underwriting. Failure to timely provide information can result in your loan application being incomplete and closed by

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us. Furthermore, we may terminate consideration of your application at any time in our sole discretion.

6. Limited Power of Attorney Grant; Loan Request Cancellation & Closing.

As a condition to receiving a loan from us, you hereby grant to LendingClub a limited power of attorney and appoint them and/or their designees as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to complete and execute the Loan Agreement and Promissory Note(s) in the form attached as Exhibit A that reflect the accepted terms set forth in each of your final Truth in Lending Disclosure(s) as such may be posted from time to time in response to your loan request(s) in the on-line account you have established with LendingClub where documents are stored and with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such power as fully to all intents and purposes as you might or could do in person ("Power of Attorney"). This Power of Attorney is limited solely to the purpose described above and will expire automatically upon the termination of this Borrower Agreement. You may revoke this Power of Attorney by contacting us at support@lendingclub.com or calling 888-596-3157 and closing your account with us; provided, however, if a loan request has been approved you must provide such notice before the loan proceeds are transferred to your Designated Account and before the Loan Agreement and Promissory Note is executed on your behalf. Once the Loan Agreement and Promissory Note is signed by LendingClub or its designee acting as your attorney-in-fact, it is deemed executed on your behalf and shall be your valid and binding obligation thereafter.

You agree and acknowledge that LendingClub is an intended third-party beneficiary of this Section 6 for purposes of receiving a loan from us.

If you choose to revoke this Power of Attorney prior to execution, we will be unable to proceed with your loan request and your pending loan request will be considered withdrawn, your account closed, and you may be prohibited from posting additional qualifying loan requests in the future in our discretion.

You may cancel your application without any fee or penalty prior to funding of the loan, as long as you provide us with sufficient advance notice to stop the loan funding.

7. Loan Consummation.

YOU AGREE AND ACKNOWLEDGE THAT YOU ARE NOT OBLIGATED UNDER THE TERMS OF THE LOAN AGREEMENT AND PROMISSORY NOTE AND THE LOAN TRANSACTION WITH US IS NOT COMPLETED (I.E. CONSUMMATED) UNTIL YOUR ABILITY TO CANCEL YOUR LOAN APPLICATION HAS PASSED. YOU ACKNOWLEDGE THAT WE ARE MATERIALLY RELYING UPON THIS UNDERSTANDING IN UNDERTAKING THE POTENTIAL ISSUANCE OF YOUR LOAN.

YOU MAY CANCEL THE LOAN AGREEMENT AND PROMISSORY NOTE AT ANY TIME BEFORE MIDNIGHT OF THE THIRD DAY AFTER THE LOAN HAS FUNDED. IF YOU DECIDE TO CANCEL, ALL LOAN PROCEEDS, LESS THE ORIGINATION FEE, WILL BE WITHDRAWN FROM YOUR ACCOUNT IN THE NEXT 5-7 BUSINESS DAYS. IF LENDINGCLUB CAN'T WITHDRAW THE FULL AMOUNT FROM YOUR BANK ACCOUNT, YOU'LL STILL BE RESPONSIBLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE BORROWER AGREEMENT, LOAN AGREEMENT AND PROMISSORY NOTE, INCLUDING BUT NOT LIMITED TO PAYMENT OF ANY FEES, INTEREST AND PRINCIPAL OF THE LOAN. YOU MAY CANCEL THE LOAN AGREEMENT AND PROMISSORY NOTE BY CONTACTING US AT SUPPORT@LENDINGCLUB.COM OR CALLING 888-596-3157.

FOR BALANCE TRANSFER OR DIRECT PAY LOANS: IF YOU HAVE DIRECTED US TO DELIVER LOAN PROCEEDS TO ACCOUNTS ("DIRECTED ACCOUNTS") OUTSIDE OF YOUR CONTROL, LENDINGCLUB WILL NOT BE ABLE TO RECOVER THESE FUNDS. LENDINGCLUB WILL ATTEMPT TO WITHDRAW AN AMOUNT EQUAL TO YOUR LOAN PROCEEDS LESS THE ORIGINATION FEE WITHIN 5-7 DAYS FOLLOWING YOUR REQUEST TO CANCEL. IF LENDINGCLUB IS UNABLE TO WITHDRAW SUCH AMOUNT, YOU WILL REMAIN RESPONSIBLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE BORROWER AGREEMENT, LOAN AGREEMENT AND PROMISSORY NOTE.

8. Military Lending Act. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). Federal law requires that you receive a clear description of your required payments. Please review the disclosures and your credit agreement carefully to understand your payment obligations. To hear these disclosures over the telephone, call the following toll-free number (844) 538-6754.

9. Servicing by LendingClub. You acknowledge and agree that LendingClub may provide services to us in connection with evaluating your loan requests, and all other aspects of your relationship with us. LendingClub will also act as the servicer of any loan that you obtain. LendingClub may delegate servicing to another entity in its sole discretion without notice.

10. Other Borrower Agreements; Use of Loan Proceeds. You agree that you (A) are a US citizen, permanent resident or non-permanent resident alien in the United States on a valid long term visa; (B) will not, in connection with your loan request: (i) make any false,

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misleading or deceptive statements or omissions of fact in your listing, including but not limited to your loan description; (ii) misrepresent your identity, or describe, present or portray yourself as a person other than yourself; (iii) give to or receive from, or offer or agree to give to or receive from any LendingClub member or other person any fee, bonus, additional interest, kickback or thing of value of any kind except in accordance with the terms of your loan; (iv) represent yourself to any person, as a representative, employee, or agent of ours, or purport to speak to any person on our behalf; (v) use any of the loan proceeds to fund any post-secondary educational expenses, including, but not limited to, tuition, fees, books, supplies, miscellaneous expenses, or room and board; or (vi) use any of the loan proceeds to fund any illegal activity or any other activity or use not otherwise allowed under this Agreement or the Site; (vii) use any of the loan proceeds for the purpose of purchasing or carrying any securities; (viii) use any of the loan proceeds for the purpose of investing, trading, or speculating in any currencies, including without limitation cryptocurrencies or digital currencies or any futures or derivatives thereof; or (ix) use the Site to request or obtain a loan for someone other than yourself; and (C) that you have all necessary consents, permissions, acknowledgements or agreements from all joint applicants/co-borrowers and we may rely upon this agreement without any investigation or verification. You further acknowledge and agree that we may rely without independent verification on the accuracy, authenticity, and completeness of all information you provide to us. To the extent that we determine, in our sole discretion, that your loan request violates this Agreement the Terms of Use or any other agreement entered into with us or LendingClub, we may terminate your loan request and cancel this Agreement immediately.

11. Liability of the Borrower and Joint Applicant/CoBorrower is Joint and Several. The liability of any joint applicant/co-borrower under this Agreement and under the Loan Agreement and Promissory Note is in addition to and not in lieu of the obligations of the primary borrower. The joint applicant/co-borrower agrees to abide by the terms and conditions of this Agreement, the Loan Agreement and Promissory Note and any other agreement and documents as if an original signatory.

We and our successors and assigns have sole discretion to proceed, at any time, against any party responsible under this Agreement. Further, we can accept instructions from either you or the joint applicant/co-borrower, and notice can be given to either you or the joint applicant/co-borrower, and shall be binding on both and deemed received by all parties.

12. TCPA Consent & Privacy. Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls or SMS messages (including text messages) from us, our agents, representatives, affiliates, or anyone calling on our behalf, you expressly consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes arising out of or relating to your loan and/or account, at any telephone number, or physical or electronic address you provide or at which you may be reached. You agree we may contact you in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via text.

You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed) from us, our agents, representatives, affiliates or anyone calling on our behalf at the specific number(s) you have provided to us, or numbers we can reasonably associate with your account (through skip trace, caller ID capture or other means), with information or questions about your application, loan and/or account. You certify, warrant and represent that the telephone numbers that you have provided to us are your contact numbers. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to promptly alert us whenever you stop using a particular telephone number.

Your cellular or mobile telephone provider will charge you according to the type of plan you carry. You also agree that we may contact you by e-mail, using any email address you have provided to us or that you provide to us in the future. We may listen to and/or record phone calls between you and our representatives without notice to you as permitted by applicable law. For example, we listen to and record calls for quality monitoring purposes.

13. Assignment; Registration of Note Owners, Termination. We may assign this Agreement and the Loan Agreement and Promissory Note, or any of our rights under this Agreement or the Loan Agreement and Promissory Note, in whole or in part at any time. You further understand, acknowledge and agree that LendingClub or another third party may further sell, assign or transfer your Loan Agreement and Promissory Note and all associated documents and information related to the and the Loan Agreement and Promissory Note without your consent or notice to you (subject to the registration requirement below). You may not assign, transfer, sublicense or otherwise delegate your rights or obligations under this Agreement to another person without our prior written consent. Any such assignment, transfer, sublicense or delegation in violation of this section 13 shall be null and void.

You hereby appoint LendingClub as your agent (in such capacity, the "Note Registrar") for the purpose of maintaining a book-entry system (the "Register") for recording the names and addresses of any owner of beneficial interests in this Note (the "Note Owners") and the principal amounts and interest on this Note owing to each pursuant to the terms hereof from time to time. The person or persons identified as the Note Owners in the Register shall be treated as the owner(s) of this Note for purposes of receiving payment of principal and interest on such Note and for all other purposes. With respect to any transfer by a Note Owner of its beneficial interest in this Note, the right to payment of principal and interest on this Note shall not be effective until the transfer is recorded in the Register.

We may terminate this Agreement and your ability to make loan requests at any time. If you committed fraud or made a misrepresentation in connection with your registration on the Site or any application or request for a loan, performed any prohibited activity, or otherwise failed to abide by the terms of this Agreement, we will have all remedies authorized or permitted by this Agreement and applicable law.

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14. Entire Agreement. This Agreement, and any Loan Agreement and Promissory Note that may be agreed for a loan, represent the entire agreement between you and us regarding the subject matter hereof and supersede all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between us with respect to your loan request and loan. The WebBank Privacy Notice attached as Exhibit B is incorporated by reference into this Agreement.

15. Electronic Transactions. THIS AGREEMENT IS FULLY SUBJECT TO YOUR CONSENT TO ELECTRONIC TRANSACTIONS AND DISCLOSURES, WHICH CONSENT IS SET FORTH IN THE TERMS OF USE FOR THE SITE.

16. Notices. All notices and other communications to you hereunder may be given by email to your registered email address or posted on your Account Summary on the Site, and shall be deemed to have been duly given and effective upon transmission. You acknowledge that you have control of such email account and your Account Summary on the Site and that communications from us may contain sensitive, confidential, and collections-related communications. If your registered email address changes, you must notify LendingClub of the change by sending an email to support@lendingclub.com or calling 888-596-3157. You also agree to update your registered residence address and telephone number on the Site if they change.

17. NO WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES TO YOU, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

18. LIMITATION ON LIABILITY. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY LOST PROFITS OR SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, WE MAKE NO REPRESENTATION OR WARRANTY TO YOU REGARDING THE EFFECT THAT THE AGREEMENT MAY HAVE UPON YOUR FOREIGN, FEDERAL, STATE OR LOCAL TAX LIABILITY.

19. Choice of Law. We are located in the state of Utah and this Agreement is entered into in the state of Utah. The provisions of this Agreement will be governed by federal laws and the laws of the state of Utah to the extent not preempted, without regard to any principle of conflicts of laws that would require or permit the application of the laws of any other jurisdiction.

20. Miscellaneous. The parties acknowledge that there are no third party beneficiaries to this Agreement (other than LendingClub). Any waiver of a breach of any provision of this Agreement will not be a waiver of any other subsequent breach. Failure or delay by either party to enforce any term or condition of this Agreement will not constitute a waiver of such term or condition. If at any time after the date of this Agreement, any of the provisions of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality and unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provisions of this Agreement. The headings in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement in any way.

21. Arbitration. RESOLUTION OF DISPUTES: YOU HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US. YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN PARAGRAPH (b) BELOW. If you are a "Covered Borrower" as defined by the Military Lending Act (32 CFR §232, as amended from time to time) at the time of entering into this Agreement, this section 21 Arbitration is not applicable, and you do not need to opt out or take any action to ensure inapplicability.

a. Either party to this Agreement, or any subsequent holder, may, at its sole election, require that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this section 21 (the "Arbitration Provision"), unless you opt out as provided in section 21(b) below. As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us and/or any subsequent holder (or persons claiming through or connected with us and/or the subsequent holders), on the other hand, relating to or arising out of this Agreement, any Loan Agreement and Promissory Note(s), the Site, and/or the activities or relationships that involve, lead to, or result from any of the foregoing, including (except to the extent provided otherwise in the last sentence of section 21(f) below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counterclaims, cross-claims, third-party claims, or otherwise. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

b. You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt out notice to WebBank, c/o LendingClub Corporation, 71 Stevenson St., Suite 1000, San Francisco CA, 94105, Attention: Legal Department, **which is received at the specified address within 30 days of the date of your electronic acceptance of the terms of this Agreement.** The opt out notice must clearly state that you are rejecting arbitration; identify the Agreement to which it applies by date; provide your name, address, and social security number; and be signed by you. You may send an opt out notice in any manner you see fit as long as it is received at the specified address within the specified time. No other methods can be used to opt out of this Arbitration Provision. If the opt out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt out notice on your behalf.

c. If a Claim arises, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. You agree that before filing any claim in arbitration, you may submit

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Claims by sending an email to customeradvocacy@lendingclub.com at any time, or by calling (888) 596-3157 from Mon-Fri 6:00 AM to 5:00 PM PT and Sat 8:00 AM to 5:00 PM PT.

The party initiating arbitration shall do so with the American Arbitration Association (the "AAA") or Judicial Alternatives and Mediation Services ("JAMS"). The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. If you have any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules, you may call 1(800) 778-7879 or visit the AAA's web site at: www.adr.org. If you have any questions concerning JAMS or would like to obtain a copy of the JAMS arbitration rules, you may call 1(800) 352-5267 or visit their web site at: www.jamsadr.com. In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply.

d. If we (or the subsequent holder) elect arbitration, we (or the subsequent holder, as the case may be) shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We (or the subsequent holder, as the case may be) shall pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we (or the subsequent holder) pay them and we agree (or the subsequent holder agrees) to do so. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.

e. Within 30 days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within 30 days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"), and may be entered as a judgment in any court of competent jurisdiction.

f. We agree not to invoke our right to arbitrate an individual Claim you may bring in Small Claims Court or an equivalent court, if any, so long as the Claim is pending only in that court. NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this section 21(f), and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this section 21(f) shall be determined exclusively by a court and not by the administrator or any arbitrator.

g. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the FAA. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.

h. This Arbitration Provision shall survive (i) suspension, termination, revocation, closure, or amendments to this Agreement and the relationship of the parties and/or LendingClub; (ii) the bankruptcy or insolvency of any party or other person; and (iii) any transfer of any loan or Loan Agreement or Promissory Note(s) or any other promissory note(s) which you owe, or any amounts owed on such loans or notes, to any other person or entity. If any portion of this Arbitration Provision other than section 21(f) is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in section 21(f) are finally adjudicated pursuant to the last sentence of section 21(f) to be unenforceable, then no arbitration shall be had. In no event shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

Exhibit A

LOAN AGREEMENT AND PROMISSORY NOTE

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Borrower Member ID: _____

Joint Applicant/Co-Borrower Member ID: _____

\$ _____

_____, 20__

For value received, I (referred to herein as "Borrower" which for purposes of this Loan Agreement and Promissory Note (the "Note") includes all parties obligated hereunder, including any joint applicant/co-borrower) promise to pay to the order of WebBank or any subsequent holder ("you" or "Lender") of this Note the principal sum of _____ (\$ _____) Dollars with interest as set forth below. Borrower intends to be legally bound by this Note. Borrower has read, understood, and agreed to all of the terms of this Note.

Interest Rate. This Note bears interest during each calendar month from the date hereof until paid in full, at a fixed rate of _____ (%) per annum.

Interest Calculation Method. Interest is calculated daily on the basis of a 360-day year with 12 months each of which is 30 days (or 30/360) long, regardless if a month has more or fewer than 30 days. This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the interest rate stated and as calculated above.

Payments. Principal and interest is to be paid during and throughout the period of _____ months in the following manner:

Payments of principal and interest in the amount of _____ (\$ _____) Dollars are to be made by the Borrower to the Lender commencing _____, 20__, and on the same day of each successive month thereafter until _____, 20__, when the full amount of unpaid principal, together with unpaid accrued interest is due and payable. If the monthly anniversary is on the 29th, 30th, or 31st of the month, and the following month does not have a 29th, 30th, or 31st day, the monthly payment will be due on the last day of the month in which the payment was due.

Borrower's last payment might be of a different amount, which could be higher than the monthly installment amounts, to adjust for rounding and/or due to calculation of daily interest charges in certain instances such as a payment due date change or Borrower making a payment after the payment due date. In such cases, the amount of the last monthly payment will be adjusted by the amount necessary to repay the loan in full.

All payments on this Note are to be made in immediately available lawful money of the United States.

Borrower may make loan payments either by check, subject to any applicable check processing fee, or Borrower may authorize any Lender to debit Borrower's designated account by ACH transfer each month. The debit amount may be a range of payments, which would include your monthly principal and interest, and fees, if any. Borrower is responsible for ensuring that all names, account, routing or other similar information provided by Borrower to Lender for accounts that Borrower is directing Lender to deliver loan proceeds to ("Directed Accounts") are accurate and complete. Borrower agrees to hold Lender and LendingClub harmless for any alleged or actual loss, claim, fee or other damage or expense Borrower may suffer related to the failure of a Directed Account to receive such proceeds if such failure was the result (directly or indirectly) of any error in any name, account, routing or other similar information provided by Borrower to Lender. Borrower acknowledges that neither Lender nor LendingClub has any obligation to confirm or investigate the accuracy or completeness of the information Borrower has provided. Borrower further agrees that if the loan proceeds are rejected by a Directed Account that is not Borrower's designated bank account, then Lender may deliver the loan proceeds into the designated bank account to satisfy our obligation of loan proceed delivery. In all events under this section, interest will begin to accrue as of the date of issuance of the loan and not upon the actual receipt of proceeds by Borrower or any other designated third party. If we are unable to deliver any portion of the loan proceeds to the Directed Account(s) or Borrower's designated bank account after 14 days from the initial delivery attempt, the loan will be canceled and only in this circumstance will Borrower not owe any interest on the loan. For avoidance of doubt, if partial loan proceeds (any amount above \$0) are delivered to the Directed Account(s) or Borrower's designated bank account, then the loan will not be canceled. If we are only able to deliver partial loan proceeds to the Directed Account(s) or Borrower's designated bank account after 14 days, we will apply the undelivered portion to the outstanding balance in accordance with our normal payment application procedures.

If Borrower elects to make payments by automatic withdrawal, Borrower has the right to stop payment of these automatic withdrawals or revoke prior authorization for automatic withdrawals by notifying Lender and LendingClub of the exercise of its right to stop a payment or revoke authorization for automatic withdrawals no less than three (3) banking days before Borrower's next payment due date.

If Borrower elects to make payments by check, Borrower must send the check either by regular mail or by overnight mail or UPS delivery to Wells Fargo Lock Box Services, Dept #34268, 3440 Walnut Ave, Window H, Fremont, CA 94538. There will be a \$7 check processing fee per payment, subject to applicable law. Borrower may change its payment method by contacting support@lendingclub.com.

Borrower's payment method and any necessary authorization do not affect its obligation to pay when due all amounts payable on the Note, whether or not there are sufficient funds in the applicable deposit account. The foregoing authorization is in addition to, and not in limitation of, any rights of setoff Lender may have.

All payments are to be applied first to the payment of all fees, expenses and other amounts due (excluding principal and interest), then to

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accrued interest, and the balance on account of outstanding principal; provided, however, that after an Event of Default (as defined below), payments will be applied to Borrower's obligations as Lender determines in its sole discretion.

Origination fee. If this loan is subject to an origination fee, such fee is deducted from the loan proceeds and paid to the Lender. Any origination fee of 5% or less is not refundable regardless of when, or if, the loan is paid in full. Any origination fee amount in excess of 5% is refundable on a prorated basis over the term of the loan when and if the loan is paid in full prior to its maturity date. A partial pre-payment will not result in the refund of any origination fee amount. Borrower acknowledges that the origination fee is considered part of the principal of Borrower's loan and is subject to the accrual of interest.

Insufficient funds fee. If a payment is returned or fails due to insufficient funds in the designated account, Borrower may be charged a fee of \$15, to the extent permitted by applicable law. An insufficient funds fee may be assessed no more than once for a single failed payment. The bank that holds Borrower's deposit account may assess its own fee in addition to the fee assessed under this Note.

Late fee. If any part of Borrower's payment, other than payments owed for any fee(s) assessed on a prior monthly payment, is more than 15 days late, a late fee may be charged in an amount equal to the greater of 5% of the outstanding payment or \$15, to the extent permitted by applicable law. Only one late fee may be charged on each late payment. **Any check payment received after 12:30 P.M., Mountain Time, on a banking day is deemed received on the next succeeding banking day.** Borrower authorizes Lender, and its successors and assigns, to deduct any fees due by ACH transfers initiated to the deposit account on file for Borrower.

Prepayments and Partial Payments. Borrower may make any payment early, in whole or in part, without penalty or premium at any time. Any partial prepayment will be credited against the loan balance as described in the Payments section above. Any partial repayment does not postpone the due date of any subsequent monthly payment, unless expressly agreed to in writing. If Borrower prepays this Note in part, Borrower agrees to continue to make regularly scheduled payments until all amounts due under this Note are paid. Lender may accept late payments or partial payments, even though marked "paid in full", without losing any rights under this Note. Any regularly scheduled monthly installment of principal and interest that is received by Lender before the date it is due shall be deemed to have been received on the due date solely for the purpose of calculating interest due.

Use of Funds. Borrower certifies that the proceeds of the loan will not be used for the purpose of purchasing or carrying any securities or to fund any illegal activity, or to fund any post-secondary educational expenses, including, but not limited to, tuition, fees, books, supplies, miscellaneous expenses, or room and board.

Default. Borrower may be deemed in default (each, an "Event of Default") of Borrower's obligations under this Note if Borrower: (1) fails to pay timely any amount due on the loan; (2) files or has instituted against it or any joint applicant/co-borrower any bankruptcy or insolvency proceedings or make any assignment for the benefit of creditors; (3) commits fraud or makes any material misrepresentation in this Note, or in any other documents, applications or related materials delivered to Lender in connection with its loan or (4) fails to abide by the terms of this Note or the Borrower Agreement. Upon the occurrence of an Event of Default, Lender may exercise all remedies available under applicable law and this Note, including without limitation demand that Borrower immediately pay all amounts owed on this Note.

Lender will report information about Borrower's account to credit bureaus. Should there be more than one Borrower, Lender will report that loan account to the credit bureaus in the names of all Borrowers. Late payments, missed payments, or other defaults on an account may be reflected in Borrower's credit report. Borrower agrees to pay all costs of collecting any delinquent payments, including reasonable attorneys' fees, as permitted by applicable law.

Joint and Several Liability.

The liability of any joint applicant/co-borrower to repay in full this loan is in addition to and not in lieu of the obligations of the primary Borrower to repay the loan in full. The joint applicant/co-borrower agrees to abide by the terms and conditions of this Note or any other agreements or documents provided or executed as part of the application process, as if an original signatory.

Lender (or its designee) has sole discretion to proceed against both the Borrower and any joint applicant/co-borrower to recover all the amounts due under this Note. Further, Lender (or its designee) can accept instructions from either Borrower or the joint applicant/co-borrower, and notice given to either party shall be binding on both parties and all disclosures provided to a party will be deemed simultaneously received by all parties.

Loan Charges. If a law that applies to the Loan and sets maximum loan charges is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower that exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under this Note or by making a direct payment to Borrower.

Electronic Transactions. THIS AGREEMENT IS FULLY SUBJECT TO BORROWER'S CONSENT TO ELECTRONIC TRANSACTIONS AND DISCLOSURES, WHICH CONSENT IS SET FORTH IN THE TERMS OF USE FOR THE SITE. BORROWER EXPRESSLY AGREES THAT THE NOTE IS A "TRANSFERABLE RECORD" FOR ALL PURPOSES UNDER THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT AND THE UNIFORM ELECTRONIC TRANSACTIONS ACT.

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Registration of Note Owners.

I have appointed LendingClub as my agent (in such capacity, the "Note Registrar") for the purpose of maintaining a book-entry system (the "Register") for recording the names and addresses of any future owner of beneficial interests in this Note (the "Note Owners") and the principal amounts and interest on this Note owing to each pursuant to the terms hereof from time to time. The person or persons identified as the Note Owners in the Register shall be treated as the owner(s) of this Note for purposes of receiving payment of principal and interest on such Note and for all other purposes. With respect to any transfer by a Note Owner of its beneficial interest in this Note, the right to payment of principal and interest on this Note shall not be effective until the transfer is recorded in the Register.

Miscellaneous.

Lender may, without notice to Borrower, assign all of its right, title and interest in this Note to any other third party, and Borrower further understands, acknowledges and agrees that any assignee may sell, assign or transfer the Note and all associated documents and information related to the Note without Borrower's consent or delivery of notice (subject in each case to the registration requirement above). Borrower may not assign this Note without the prior written consent of Lender. This Note inures to the successors, permitted assigns, heirs and representatives of Borrower and Lender.

Borrower hereby waives demand, notice of non-payment, protest, and all other notices or demands whatsoever, and hereby consents that without notice to and without releasing the liability of any party, the obligations evidenced by this Note may from time to time, in whole or part, be renewed, extended, modified, accelerated, compromised, settled or released by Lender.

Any changes to this Note must be in writing signed by Borrower and Lender. Notices will be provided electronically to Borrower's account, unless Borrower has opted out of electronic delivery and then will be mailed to the addresses then on record.

This Note is subject to the arbitration provisions of the Borrower Agreement between Lender and Borrower, which is incorporated by reference into this Note.

Controlling Law: Lender is located in the State of Utah and this Note is executed and delivered in the State of Utah and is a contract made under such state's law. The provisions of this Note will be governed by federal laws and the laws of the State of Utah to the extent not preempted, without regard to any principle of conflicts of law. The unenforceability of any provision of this Note shall not affect the enforceability or validity of any other provision of this Note.

STATE LAW NOTICES:

CALIFORNIA RESIDENTS ONLY: A married applicant may apply for a separate account. If Lender takes any adverse action as defined by § 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, Borrower has the right to obtain within 60 days a free copy of Borrower's consumer credit report from the consumer reporting agency who furnished the consumer credit report and from any other consumer credit reporting agency that complies and maintains files on consumers on a nationwide basis.

CALIFORNIA AND UTAH RESIDENTS: As required by California and Utah law, Borrower is hereby notified that a negative credit report reflecting on Borrower's credit record may be submitted to a credit reporting agency if Borrower fails to fulfill the terms of Borrower's credit obligations.

KANSAS: NOTICE TO CONSUMER: 1. Do not sign this Note before you read it. 2. You are entitled to a copy of this Note. 3. You may prepay the unpaid balance at any time without penalty.

MARYLAND RESIDENTS ONLY: Lender elects to make this loan pursuant to Subtitle 10 (Credit Grantor Closed End Credit provisions) of Title 12 of the Maryland Commercial Law Article only to the extent that such provisions are not inconsistent with Lender's authority under federal law (12 U.S.C. § 85, § 1463(g), or § 1831d, as appropriate) and related regulations and interpretations, which authority Lender expressly reserves.

MASSACHUSETTS RESIDENTS ONLY: Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

MISSOURI AND NEBRASKA RESIDENTS: ORAL LOAN AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF SUCH DEBT, INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT BORROWER(S) AND THE LENDER AND ANY HOLDER OF THIS NOTE FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

NEW JERSEY RESIDENTS: The section headings of the Note are a table of contents and not contract terms. Portions of this Note with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Note, actions or practices (i) by which Lender is or may be permitted by "applicable law" are permitted by New Jersey law, and (ii) that may be or will be taken by Lender unless prohibited by "applicable law" are permitted by New Jersey law.

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NEW YORK, RHODE ISLAND and VERMONT RESIDENTS: Borrower understands and agrees that Lender may obtain a consumer credit report in connection with this application and in connection with any update, renewals for extension of any credit as a result of this application. If Borrower asks, Borrower will be informed whether or not such a report was obtained, and if so, the name and address of the agency that furnished the report. Borrower also understands and agrees that Lender may obtain a consumer credit report in connection with the review or collection of any loan made to Borrower as a result of this application or for other legitimate purposes related to such loans.

OHIO RESIDENTS ONLY: The Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

WASHINGTON RESIDENTS ONLY: Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington law.

WISCONSIN RESIDENTS ONLY: For married Wisconsin residents, Borrower's signature confirms that this loan obligation is being incurred in the interest of Borrower's marriage or family. No provision of any marital property agreement (pre-marital agreement), unilateral statement under § 766.59 of the Wisconsin statutes or court decree under § 766.70 adversely affects Lender's interest unless, prior to the time that the loan is approved, Lender is furnished with a copy of the marital property agreement, statement, or decree or have actual knowledge of the adverse provision. If this loan for which Borrower is applying is granted, Borrower will notify Lender if Borrower has a spouse who needs to receive notification that credit has been extended to Borrower.

WEST VIRGINIA RESIDENTS ONLY: For borrowers located in West Virginia, LendingClub is operating as a Credit Services Organization ("CSO") in connection with your loan. LendingClub may be reached at LendingClub Corporation, 71 Stevenson Street, Suite 1000, San Francisco, CA 94105. LendingClub's agent for service of process is CSC — Lawyers Incorporating Service, 2710 Gateway Oaks Dr., Suite 150N, Sacramento, CA 95833.

Description of Services: LendingClub operates as an online marketplace platform. It does not issue, fund, or lend loans directly to the consumer; rather, it operates under an "originating bank" model in which it is a third-party vendor of a federally regulated and insured bank. The "originating bank" model allows the bank to originate loans for applicants through LendingClub's Platform. Loans facilitated through LendingClub's marketplace are originated by WebBank.

LendingClub's CSO services are rendered within 180 days. Borrowers through LendingClub's platform do not pay LendingClub any money or consideration. LendingClub generates revenue in three ways: (1) transaction fees from WebBank; (2) servicing fees from investors; and (3) management fees from investment funds.

Surety Notice: LendingClub has obtained and retains in effect a surety bond or maintains a surety account in the amount of \$15,000. You have the right to maintain an action at law against the CSO and against the surety or trustee for damages incurred by violation of the Credit Service Organization Act, Article 6C, Chapter 46A of the WV Code. The name and address of the surety company which issued the surety bond is International Fidelity Insurance Company, One Newark Center, Newark, NJ 07102.

As required by West Virginia Law, Borrower is notified that: (i) you have a right to review any file maintained on you by a consumer reporting agency, as provided by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.); (ii) your file is available for review at no charge on request made to the consumer reporting agency within thirty days after the date of the receipt of notice that credit has been denied, and your file is available for a minimal reporting charge at any other time; (iii) you have a right to dispute directly with your consumer reporting agency the completeness or accuracy of any item contained in a file on you maintained by that consumer reporting agency; (iv) no consumer reporting agency may make any consumer report containing any adverse item of information dating from more than seven (7) years before the report; (v) ACCURATE INFORMATION CANNOT BE PERMANENTLY REMOVED FROM THE FILES OF A CONSUMER REPORTING AGENCY; and (vi) non-profit organizations which provide credit and debt counseling service are available. The WV Association of Consumer Credit Counseling Services (call 1-800-869-7758) or the National Foundation for Consumer Credit (call 1-800-388 2227) will connect you to a local organization, or check your yellow pages under "Credit Counseling Services" to find a non-profit service.

MEMBER ID OF BORROWER & CO-BORROWER (if any)

BY: LENDINGCLUB CORPORATION

ATTORNEY-IN-FACT FOR BORROWER and CO-BORROWER (if any)

(SIGNED ELECTRONICALLY)

Exhibit B

WEBBANK PRIVACY NOTICE

FACTS	WHAT DOES WEBBANK DO WITH YOUR PERSONAL INFORMATION IN CONNECTION WITH YOUR LENDINGCLUB ACCOUNT?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

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What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and transaction history • Account balances and payment history • Credit history and credit scores <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?	<p>All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons WebBank chooses to share; and whether you can limit this sharing.</p>	
Reasons we can share your personal information	Does WebBank share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For our marketing purposes - to offer our products and services to you	YES	NO
For joint marketing with other financial companies	YES	YES
For our affiliates' everyday business purposes - information about your transactions and experiences	NO	We don't share
For our affiliates' everyday business purposes - information about your creditworthiness	NO	We don't share
For our affiliates to market to you	NO	We don't share
For nonaffiliates to market to you	NO	We don't share
<p>Questions? Call (888) 596-3157 or go to www.lendingclub.com</p>		
What we do		
How does WebBank protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p>	
How does WebBank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Open an account or pay us by check • Provide account information or give us your contact information • Show your driver's license <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>	
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates companies to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>	
What happens when I limit sharing for an account I hold jointly with someone else?	<p>Your choices will apply to everyone on your account - unless you tell us otherwise.</p>	
Definitions		
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • WebBank does not share with our affiliates 	
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Nonaffiliates we share with can include other financial services companies, lenders, insurance companies, retailers, membership clubs or other consumer service providers. 	

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Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none">• Our joint marketing partners include financial services companies, lenders, insurance companies, or other consumer service providers.
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LOAN SUMMARY

Loan Id: [REDACTED]5405

Primary Borrower Contact Information

Full Real Name: Asia Robinson
Screen Name: [REDACTED]
Email: [REDACTED]
Address: 7009 Hamilton avenue
Cincinnati, OH 45231
Home Phone: [REDACTED]
Cell or Work Phone: [REDACTED]

Loan Information

Loan Issue Date: 9/6/18
Original Loan Amount: \$17,500.00
Principle Balance: \$14,233.99
Principle Balance Date: 10/29/19
Payoff Balance: \$15,908.55
Payoff Date: 10/30/19

Loan Documents

Document Name	Date/time Signed	Document Version
Borrower Agreement	8/23/18 07:41:51 PM PDT	LC_SEC_V26
Credit Score Notice	8/23/18 07:41:51 PM PDT	LC_SEC_V4
Truth in Lending Disclosure	8/23/18 07:41:50 PM PDT	LC_SEC_V11
Terms of Use and Consent to Electronic Transactions and Disclosures	8/23/18 07:39:10 PM PDT	SHARED_SEC_V3
Electronic Consent	8/23/18 07:39:10 PM PDT	SHARED_SEC_V3
Credit Profile Authorization	8/23/18 07:39:10 PM PDT	LC_SEC_V4
Authorization for Automatic Payment	8/23/18 07:51:30 PM PDT	LC_SEC_V4

DOCUMENT

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EXHIBIT II

BILL OF SALE

LendingClub Corporation, a Delaware corporation ("**LendingClub**") and Velocity Investments, LLC, a New Jersey limited liability company ("**Buyer**") executed an Account Purchase Agreement - Forward Flow dated as of October 21, 2019 ("**Agreement**"). The terms of the Agreement will govern this Bill of Sale and any capitalized but undefined terms herein will have the meanings given to such terms in the Agreement.

For value received and in further consideration of the mutual covenants and conditions set forth in the Agreement, the Investors referenced in the data file named Lot19-1000_LendingClub_FinalData_V2.xlsx hereby transfer(s), sell(s), conveys(s), grant(s), and deliver(s) to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Accounts as set forth in the Account Schedule attached hereto as Exhibit I delivered by Seller to Buyer on the Closing Date, and as further described in the Agreement.

Pursuant to the Agreement, on October 25, 2019, the Closing Date, each Investor will sell (or cause to be sold) a pool of Accounts held by such Investors and described in the Account Schedule attached to this Bill of Sale;

LendingClub represents and warrants that each of the undersigned Investors (other than LendingClub, where LendingClub is the Investor) has executed a limited power of attorney between such Investor and LendingClub wherein a designated power is for LendingClub to act as attorney-in-fact for such Investor and to execute this Bill of Sale on behalf of such Investor and take any action and execute any instruments or documents that LendingClub may deem reasonably necessary or advisable in connection with the transfers contemplated thereby.

Lot Number: 19-1000

Total Unpaid Balance: [REDACTED]

Number of Accounts: [REDACTED]

DATED: October 25, 2019

SELLER: LC Trust I

By: LENDINGCLUB CORPORATION, as Administrator

By: [Signature]

Name (print): Brandon Pace

Title: General Counsel

SELLER: LendingClub Corporation

By: [Signature]

Name (print): Brandon Pace

Title: General Counsel



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COPY OF AUTHORITATIVE DOCUMENT

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SELLER: 590 Consumer Lending Corp, LLC

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace
Title: General Counsel

SELLER: ACL Consumer Loan Trust III

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace
Title: General Counsel

SELLER: ACL Consumer Loan Trust IV

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace
Title: General Counsel

SELLER: ACL Consumer Loan Trust VI

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace
Title: General Counsel

SELLER: Arcadia Receivables Credit Trust 2017-1

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace
Title: General Counsel

SELLER: ARCADIA RECEIVABLES CREDIT
TRUST 2018-1

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace
Title: General Counsel

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SELLER: Banco Popular de Puerto Rico

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: Banco Popular North America

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: Bank of Bennington

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: BankNewport

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: BULLION INVESTMENTS LIMITED
PARTNERSHIP

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: Carter Bank & Trust

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

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SELLER: CONGRESSIONAL BANK

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace

Title: General Counsel

SELLER: Consumer Lending Receivables Trust
2016-A

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace

Title: General Counsel

SELLER: Consumer Lending Receivables Trust
2016-B

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace

Title: General Counsel

SELLER: Consumer Loan Underlying Bond (Club)
Certificate Issuer Trust I

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace

Title: General Counsel

SELLER: Consumer Loan Underlying Bond (Club)
Certificate Issuer Trust I Series 2019-SLCT1

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace

Title: General Counsel

SELLER: CONSUMER LOAN UNDERLYING
BOND (CLUB) GRANTOR TRUST 2017-NP1

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace

Title: General Counsel

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SELLER: CONSUMER LOAN UNDERLYING
BOND (CLUB) GRANTOR TRUST 2017-NP2

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace
Title: General Counsel

SELLER: Consumer Loan Underlying Bond (CLUB)
Grantor Trust 2017-P1

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace
Title: General Counsel

SELLER: CONSUMER LOAN UNDERLYING
BOND (CLUB) GRANTOR TRUST 2017-P2

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace
Title: General Counsel

SELLER: CONSUMER LOAN UNDERLYING
BOND (CLUB) GRANTOR TRUST 2018-NP1

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace
Title: General Counsel

SELLER: CONSUMER LOAN UNDERLYING
BOND (CLUB) GRANTOR TRUST 2018-P1

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace
Title: General Counsel

SELLER: CONSUMER LOAN UNDERLYING
BOND (CLUB) GRANTOR TRUST 2018-P2

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace
Title: General Counsel

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SELLER: CONSUMER LOAN UNDERLYING
BOND (CLUB) GRANTOR TRUST 2018-P3

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: CONSUMER UNDERLYING BOND
SECURITIZATION, SERIES 2018-1 GRANTOR
TRUST

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: COPPER CANYON TRUST

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: Crescent Sky Lending Facility -1 LLC

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: Denali State Bank

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: DIRECT LENDING INVESTMENT DL5

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

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SELLER: DL INVESTMENT SARL, ACTING ON
BEHALF COMPARTMENT MOONSTONE 2

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: DL Investment Sarl, Compartment
Moonstone 1

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: Elkhorn Valley Bank & Trust STD

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: First Bank

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: First Trust Marketplace Lending Partners,
LP

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: FRANKLIN INVESTORS SECURITIES
TRUST - FRANKLIN LOW DURATION TOTAL
RETURN FUND

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

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SELLER: GCI US HoldCO I LP

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace

Title: General Counsel

SELLER: GOLDEN CAPS TRUST

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace

Title: General Counsel

SELLER: Greater Community Bank

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace

Title: General Counsel

SELLER: HALMAN-ALDUBI I2P1ST, LIMITED PARTNERSHIP

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace

Title: General Counsel

SELLER: HCG Consumer Credit II Trust

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace

Title: General Counsel

SELLER: HCG CONSUMER CREDIT IV, LLC

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace

Title: General Counsel

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SELLER: HCG CONSUMER CREDIT V TRUST

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
SCF66A6E410C417

Name (print): Brandon Pace
Title: General Counsel

SELLER: IBI Consumer Credit, LP

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
SCF66A6E410C417

Name (print): Brandon Pace
Title: General Counsel

SELLER: ILA CAPITAL TRUST

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
SCF66A6E410C417

Name (print): Brandon Pace
Title: General Counsel

SELLER: INCLINE FUND II TRUST

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
SCF66A6E410C417

Name (print): Brandon Pace
Title: General Counsel

SELLER: Jewett City Savings Bank

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
66F66A6E410C417

Name (print): Brandon Pace
Title: General Counsel

SELLER: JLCL

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
SCF66A6E410C417

Name (print): Brandon Pace
Title: General Counsel

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SELLER: KOOKMIN BANK AS TRUSTEE OF
HANWHA CONSUMER CREDIT PRIVATE
FUND 1

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: LendingClub Issuance Grantor Trust
Series 2016-NP1

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: LENDINGCLUB ISSUANCE GRANTOR
TRUST, SERIES 2016-NP2

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: LGI SPV I

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: MountainOne Bank

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: MPLI CAPITAL HOLDINGS

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

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SELLER: Murray Hill Grantor Trust 2016-LC1

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace

Title: General Counsel

SELLER: MW-EW Financing Trust I

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace

Title: General Counsel

SELLER: NBSF 2018-1

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace

Title: General Counsel

SELLER: NBSF 2018-2, acting solely with respect to
NBSF 2018-2, SERIES 2018-1

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace

Title: General Counsel

SELLER: NBT Bank, National Association

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace

Title: General Counsel

SELLER: Nelnet Unsecured Personal Loan
Warehouse Trust

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace

Title: General Counsel

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SELLER: PAGAYA AI DEBT SELECTION
GRANTOR TRUST I

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace
Title: General Counsel

SELLER: PAGAYA FUND BY MEITAV DASH, LP

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace
Title: General Counsel

SELLER: Pagaya Optimum, Limited Partnership

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace
Title: General Counsel

SELLER: Peach State Bank & Trust

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace
Title: General Counsel

SELLER: Poise Lending Fund SPV I, LLC

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace
Title: General Counsel

SELLER: Prime Meridian Income Fund, LP

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace
Title: General Counsel

DocuSign Envelope ID: D9F23257-77B3-42FC-91A4-D34B5084D1CD

SELLER: Prime Meridian Income QP Fund, LP

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace

Title: General Counsel

SELLER: Providence Bank

By: LENDING CLUB CORPORATION, as attorney-in-fact

By: Brandon Pace

Name (print): Brandon Pace

Title: General Counsel

SELLER: QPL-LC TRUST

By: LENDING CLUB CORPORATION, as attorney-in-fact

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SELLER: Random Forest Capital LP

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SELLER: Rivernorth Specialty Finance LLC

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SELLER: SALLIE MAE BANK

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SELLER: SPV I Loan Trust

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SELLER: Tennessee State Bank

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SELLER: The Provident Bank

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